

**Announcement of Funding Opportunity  
2013-2018 Migrant Education Tutorial and Support Services Program (METS)**

<b>Legislative Authority and Purpose of Grant Funds</b>	Federal ESEA (NCLB) Title I, Part C Education of Migratory Children funds are available for eligible agencies to provide direct educational support and services to eligible migrant students in specified regions of New York State.
<b>Project Period</b>	Five years, from September 1, 2013 to August 31, 2018 subject to availability of funds and level of funding from the United States Department of Education (USDOE) and successful program delivery in the previous year.
<b>Eligible Applicants</b>	Local Education Agencies (LEA's), Boards of Cooperative Educational Services (BOCES) and Institutions of Higher Education
<b>Regional Distribution of Applicants and Funding</b>	<p>It is estimated that funds totaling approximately 8 million dollars will be available Statewide for each of the funding years for the Migrant Education Tutorial and Support Services Program (METS). Funding for each of the nine regions will be determined by the federal allocation received in conjunction with the federally approved funding formula.</p> <p><u>Funding for each subsequent year will be determined by the federal allocation received for that year in conjunction with the federally approved funding formula.</u> <b>One award will be made to each of the nine regions designated.</b></p> <p><b>Applicants must serve a region in its entirety. If an applicant wishes to serve more than one region, the applicant must submit a separate application for each region it wishes to serve.</b></p>
<b>Application Due Date</b>	<p>Submit 1 original and 2 copies postmarked by <b>May 28, 2013</b> to:</p> <p>New York State Education Department Attn: Migrant Education Grant Grants Management 89 Washington Avenue Room 464 EBA Albany, NY 12234</p>
<b>Due Date for Questions</b>	All questions must be submitted via E-Mail to MIGRANTRFP13@MAIL.NYSED.GOV by <b>April 29, 2013</b> . A complete list of all Questions and Answers will be posted to <a href="http://www.p12.nysed.gov/funding/currentapps.html">http://www.p12.nysed.gov/funding/currentapps.html</a> no later than <b>May 6, 2013</b> .

The State Education Department does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race, gender, genetic predisposition or carrier status, or sexual orientation in its educational programs, services and activities. Portion of any publication designed for distribution can be made available in a variety of formats, including Braille, large print or audiotape, upon request. Inquiries regarding this policy of nondiscrimination should be directed to the Department's Office for Diversity, Ethics, and Access, Room 530, Education Building, Albany, NY 12234.

## 2013-2018 Migrant Education Tutorial and Support Services Program (METS)

### Application Guidance

#### Purpose

The purpose of this funding is to improve educational opportunities for migrant children and their families to help them succeed in the regular school program, attain grade-level proficiency, meet the challenging content and student performance standards that all children are expected to master, and to graduate with career or college-ready skills.

As migrant agricultural workers move to various parts of the country, so do their children, in many cases resulting in interruptions in their education. Research has revealed that as a result of mobility, migrant students have difficulty in obtaining quality, effective instruction from schools, experience cultural and language barriers, and often lack a sense of belonging to their school and community. Migrant children often function two or more grade levels behind their peers. They are 20% less likely to continue their education past the eighth grade and have a 50% chance of graduating from high school. Migrant children need special attention to compensate for the changes in their environment.

A migrant child is 3-21 years of age whose parent, guardian, spouse or him/herself is a migratory agricultural worker or fisher and who has moved within the past thirty-six months from one school district to another to enable the child, the child's guardian, spouse or a member of the child's immediate family to obtain temporary or seasonal employment in an agricultural or fishing activity as a principal means of livelihood.

The New York State Education Department (NYSED) established the Migrant Education Outreach Program (MEOP) model over forty years ago to provide educational and support services such as advocacy, coordination with schools and community agencies, and other outreach activities, to migrant eligible children and youth in school buildings and homes throughout New York State.

The Migrant Education Tutorial and Support Services (METS) Program will continue to provide migrant students and families with the same services provided through the MEOPs. These services will continue to be in line with the New York State Comprehensive Needs Assessment (CNA) 2009 and the New York State Service Delivery Plan (SDP) 2011.

The Service Delivery Plan (SDP), developed collaboratively by a broad-based SDP Committee, describes the scope of services and provides details on the goals, outcomes, activities, and systems for accountability that are aimed at increasing the achievement of all migrant children. The elements of the SDP are predicated on the findings derived from the New York State Comprehensive Needs Assessment (CNA), completed in July 2009. A copy of the CNA and SDP can be found at: <http://www.p12.nysed.gov/accountability/T1/migrant/cnasdp.html>.

The legislative authorization and attendant requirements to develop a SDP are contained in Section 1306(a)(1) of Title I, Part C of the Elementary and Secondary Education Act. Within this section, State Education Agencies (SEAs) and their local operating agencies were required to identify and address the special educational needs of migrant children in accordance with a comprehensive plan. Additionally, under Section 200.83(b) of the U.S. Department of Education's regulations, SEA's were required to develop its SDP in consultation with the State Migrant Education Parent Advisory Council.

Section 1306(a)(2) requires that the comprehensive state SDP remain in effect for the duration of the state's participation and that it be reviewed and revised by New York State as necessary to reflect changes in the state's strategies and programs. Therefore, New York State will update its SDP when any of the following occur: 1) an updated CNA is conducted; 2) a change in its performance targets and/or measurable outcomes is necessitated; 3) it needs to significantly change New York State's MEP services; 4) the evaluation design needs significant changes; or 5) ESEA Title I is reauthorized.

### **Guidance**

A guidance document on the subject of the education of migratory children has been issued by the USDOE and is named U.S Department of Education, Office of Elementary and Secondary Education, Office of Migrant Education, *Non-Regulatory Guidance for the Title I, Part C Education of Migratory Children*, Washington D.C., 2010. It is located at the following internet address:

[http://dese.mo.gov/qs/me/documents/guidance\\_office\\_of\\_migrant\\_ed.pdf](http://dese.mo.gov/qs/me/documents/guidance_office_of_migrant_ed.pdf)

### **Project Funding**

It is estimated that funds totaling approximately 8 million dollars per year will be available Statewide for five years to fund the Migrant Education Tutorial and Support Services Program.

## **Regional Distribution of Funds**

The annual allocation for each region will be based on two factors.

1. Annual award amount SED receives from US Dept of Education for this program.
2. The US Dept of Education approved Migrant Funding Formula

**The allocation amounts identified below for each region are based on current data. Please use the funding levels listed below for your application submission.**

**Actual funding amount for each region will be determined annually based on the two factors listed above.**

**One award will be made for each region. An applicant must serve a region in its entirety.** The counties included in each region are:

Region 1: (Funding \$ 845,466) Monroe, Niagara, Orleans Counties.

Region 2: (Funding \$ 460,199) Cattaraugus, Chautauqua, Erie, Counties.

Region 3: (Funding \$ 865,504) Allegany, Genesee, Livingston, Ontario, Seneca, Steuben, Wyoming, Yates Counties.

Region 4: (Funding \$ 1,043,993) Jefferson, Lewis, Oswego, Wayne Counties.

Region 5: (Funding \$ 1,058,138) Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Onondaga, Otsego, Schoharie, Schuyler, Tompkins, Tioga Counties.

Region 6: (Funding \$ 833,006) Clinton, Essex, Franklin, St. Lawrence Counties.

Region 7: (Funding \$ 1,208,506) Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Warren, Washington Counties.

Region 8: (Funding \$ 1,310,717) Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester Counties.

Region 9: (Funding \$ 586,825) Nassau, Suffolk Counties. New York City Boroughs of: Brooklyn, Bronx, Queens, Manhattan and Staten Island

## **Project Period**

Five years, from September 1, 2013 to August 31, 2018 subject to availability of funds and level of funding from the United States Department of Education (USDOE) and successful program delivery in the previous year.

## **Eligible Applicants**

Local Education Agencies (LEA's), Boards of Cooperative Educational Services (BOCES), and Institutes of Higher Education (IHE's) are eligible to apply.

## **Project Funding**

It is estimated that funds totaling approximately 8 million dollars per year will be available Statewide for five years to fund the Migrant Education Tutorial and Support Services Program.

## **Allowable Staff and Expenditures**

- **1 Program Director \* (.80 -1 FTE) with a Masters Degree or above**
- **Educational Tutors \***
- **1 Data Entry Specialist \* (.50 – 1 FTE)**
- **1 Parent Outreach Specialist \***
- 1 Full time Adolescent/Out of School Youth Specialist
- **1 Administrative Assistant/Support staff \***
- Instructional materials/supplies
- Educational Field Trips
- Meeting expenses (PAC, parent advisory council, professional development)
- Travel to instructional sites (LEA, home, farms)
- Travel (meetings, professional development)
- Travel to attend quarterly Migrant Education Consortium meetings in Albany, NY

**\* Required positions.**

Compliance with OMB Circulars A-21, A-110, and other related directives as applicable is required. See the following links for more information:

[http://www.whitehouse.gov/omb/fedreg\\_a-21rev](http://www.whitehouse.gov/omb/fedreg_a-21rev), and

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

## **Budget (FS-10)**

Applicants must submit a FS-10 budget with this application, for the initial 12 month project period of 9/1/13 – 8/31/14. The 12 month budget will be reviewed and scored.

The applicant must complete the FS-10 Budget Form. Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

The budget should be reasonable and appropriate to cover program expenses.

#### Indirect Cost Cap

- School districts and BOCES must use the restricted indirect cost rates calculated by the State Education Department.
- IHE's may use an indirect cost rate of up to 8 percent.

For more information, visit the website

<http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect>

## **Application Submission Instructions**

**If an applicant wishes to serve more than one region, the applicant must submit a separate application for each region it wishes to serve.**

Only complete applications will be reviewed. A complete application must include all items on the Application Checklist in the order listed on the checklist.

## **Method of Award**

It is estimated that funds totaling approximately 8 million dollars will be available in the first year of this grant. Funds will be allocated across the nine regions based on the federally-approved allocation formula. One award will be made for each region. An applicant must serve a region in its entirety.

Incomplete proposals and proposals postmarked after **May 28, 2013** will not be reviewed.

Each eligible proposal will be reviewed by at least two reviewers. Each reviewer will score the proposal according to the indicated point criteria in the Proposal Narrative and the Budget using the Proposal Evaluation Rubric. If individual scores are more than 15 points apart, another reviewer will rate the application. The two scores closest in numeric value will be averaged to calculate the final average score of the application. If the third reviewer's score is equal to the average of the two original scores, the third reviewer's score will become the final score.

Budgets will be adjusted to eliminate any unallowable or inappropriate expenditure.

Each proposal will be categorized according to the region it serves. Proposals in each region will be ranked in order of final average score from highest to lowest. Proposals that receive a final average score of 75 or more will be considered for funding. Awards will be made to the **highest ranking proposal** in each region.

In the event of tie scores, proposals with the highest combined score on items #2 (Need for Program) and #3 (Program Activities) in the Proposal Narrative will be ranked higher.

## **Entities' Responsibility**

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's recordkeeping systems. Source

documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will “freeze the clock” for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or its representatives.

For additional information about grants, please refer to the Fiscal Guidelines for Federal and State Aided Grants, <http://www.oms.nysed.gov/cafe/guidance/> .

### **Reporting**

Grantees must submit an annual performance report at the end of each grant period but no later than the first Friday in October of each year of the grant. The performance report should demonstrate that substantial progress has been made toward meeting the project goals and the program performance indicators. Additional information about the annual performance report will be made available to grantees by SED after grant awards are made. Grantees that do not demonstrate adequate performance may be discontinued.

### **Monitoring**

Under Federal and State law the NYSED is required to monitor the METS on a regular basis to ensure compliance with all applicable federal and state MEP requirements and policies.

On site monitoring is conducted on a two to three year cycle during which sites are monitored for compliance. As a result of these monitoring visits NYSED issues a compliance monitoring report within 30 days of completion of the monitoring visit. In the instance where compliance findings are identified, a corrective action plan is requested detailing resolution of compliance items cited and program improvements needed. The corrective action plan must be submitted to NYSED within 30 days of receipt of the monitoring report.

### **Requirements for Funding:**

**Registration In Federal System for Award Management (SAM)** – In order to be awarded federal funds, an agency must be registered (and then maintain a current registration) in the federal System for Award Management known as SAM (<http://www.sam.gov>). SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency’s registration in SAM needs to be provided on the Payee Information Form that must be submitted with the application.

**Payee Information Form/NYSED Substitute W-9** – The Payee Information Form is a packet containing the Payee Information Form itself and an accompanying NYSED Substitute W-9. The NYSED Substitute W-9 may or may not be needed from your



agency. Please follow the specific instructions provided with the form. The Payee Information Form is used to establish the identity of the applicant organization and enables it to receive federal (and/or State) funds through the NYSED. An on-line version of the packet is available at <http://www.oms.nysed.gov/cafe/forms/PIform.pdf>

### **Contract Award Protest Procedures**

Applicants who receive a notice of non-award may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department  
Contract Administration Unit  
Attn: GC #13-014 Migrant Ed Grant  
89 Washington Avenue  
Room 505W EB  
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

### **Vendor Responsibility**

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. For a complete list, see:

[http://www.osc.state.ny.us/vendrep/resources\\_docreq\\_agency.htm](http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

**Subcontractors:**

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and the subcontract will equal or exceed \$100,000 over the life of the contract

**Workers' Compensation Coverage and Debarment**

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred

from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

## **PROOF OF COVERAGE REQUIREMENTS**

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

### **Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

### **Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at:

<http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>

**2013-2018 Migrant Education Tutorial and Support Services Program**

**Application Cover Page**

**Agency Code**

--	--	--	--	--	--	--	--	--	--	--	--

Name Applicant agency:	Name and Title of Contact Person:
Address:	Telephone:
City:                      Zip Code:	Fax:
County:	E-Mail:
<p>I hereby certify that I am the applicant's chief school/administrative officer and that the information contained in this application is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, Assurances, Certifications, Appendix A, Appendix A-1G and that the requested budget amounts are necessary for the implementation of this project. It is understood by the applicant that this application constitutes an offer and, if accepted by the NYS Education Department or renegotiated to acceptance, will form a binding agreement. It is also understood by the applicant that immediate written notice will be provided to the grant program office if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p>	
Original Signature of Chief Administrative Officer <b>(in blue ink)</b>	Typed Name of Chief Administrative Officer:
Date:	

Please identify which region you are applying for in this application (Mark "x")

Region 1	<input type="checkbox"/>	Region 4	<input type="checkbox"/>	Region 7	<input type="checkbox"/>
Region 2	<input type="checkbox"/>	Region 5	<input type="checkbox"/>	Region 8	<input type="checkbox"/>
Region 3	<input type="checkbox"/>	Region 6	<input type="checkbox"/>	Region 9	<input type="checkbox"/>

## Application Checklist

Listed below are the required documents for a complete application package, in the order that they should be submitted. Use this checklist to ensure that your application submission is complete and in compliance with application instructions.

Required Documents	Checked- Applicant	Checked –SED
Application Cover Page with Original Signature of Chief Administrative Officer	<input type="checkbox"/>	<input type="checkbox"/>
Payee Information Form <a href="http://www.oms.nysed.gov/cafe/forms/PIform.pdf">http://www.oms.nysed.gov/cafe/forms/PIform.pdf</a>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Application Checklist</b>	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Narrative	<input type="checkbox"/>	<input type="checkbox"/>
FS-10 Budget (signature required) <a href="http://www.oms.nysed.gov/cafe">http://www.oms.nysed.gov/cafe</a>	<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>

### SED Comments:

Has the applicant complied with the application instructions?  Yes  No

SED Reviewer: \_\_\_\_\_ Date: \_\_\_\_\_

## Page Limits

The Proposal Narrative and Budget Narrative are to be submitted on single-spaced 8.5" x 11" pages with one-inch margins. Charts/tables are not required to adhere to this standard. Use a Times Roman or Arial font in a 12-point size. If the Proposal Narrative and Budget Narratives exceed the page limit, the excess pages will not be read by the reviewers. Do not include any attachments or addenda.

Proposal Narrative-- no more than 25 pages

Budget Narrative-- no more than 3 pages

### Proposal Narrative (80 points)

Provide a comprehensive description of the proposed project. Be clear, precise and adhere to the following required format. The narrative will be reviewed in accordance with the following points and according to the Proposal Narrative Rubric.

#### 1. Abstract (0 points, but required)

Provide a concise one-page summary that describes the entire proposal. It should provide the reader a quick overview of the program, its goals and objectives, and evaluation plan.

#### 2. Need for Program (5 points)

Describe the needs and characteristics of the unique and highly mobile migrant eligible children and youth ages 3-21 within the designated region for which you are applying.

#### 3. Program Activities (30 points)

##### (5 points total for section a-h)

- a. Describe the steps to be taken to ensure that high quality, coordinated, efficient and comprehensive educational and support services are provided to migrant children and youth age 3-21.
- b. Describe project activities to be conducted to address the following for the migrant eligible population during the school year and summer:
  - cultural and language barriers
  - educational disruptions
  - social isolation
  - high mobility
  - health related problems

- c. Describe project activities to be conducted during the school year and summer to address the special needs of:
- preschool children,
  - in-school children,
  - in- school adolescents and
  - out-of-school youth
- d. Describe the strategies to be used to ensure that migrant adolescents graduate from high school and are ready to:
- pursue a post secondary education
  - pursue vocational career training
  - pursue gainful employment
- e. Describe how the program will ensure that quality professional development is provided to staff providing educational services to students to ensure that staff understand the common core standards, become and remain highly effective in helping students to learn and achieve high performance standards.
- f. Describe how the agency will work with the local school district to ensure that migrant students are enrolled in educational support services programs available through the local school district.
- g. Describe how the agency will work with local school districts to ensure that they properly identify and report, on the state database, those students that are migrant eligible and those whose eligibility has expired.
- h. Describe how the agency will work with local school districts to ensure they have access to students most resent local school district report card and state assessment results.

**(5 points total for section i & j)**

- i. Describe how students who are failing or at risk of failing to meet the State's challenging academic content and achievement standards and whose education is interrupted during the regular school year will be given "priority for services."
- j. Describe how you will ensure that strategic tutoring and other **evidence/scientifically based** instructional strategies are used to provide educational services to the in-school migrant population.

**(20 points for section k & l)**

- k. *Describe the strategies the agency will use to meet the NYS Migrant Education Program (MEP) Target Goals listed below:*



- By 2014, all migrant children who have been in New York State for at least two years will demonstrate the skills needed to successfully complete kindergarten.
  - By 2014, all migrant students will demonstrate proficiency in English Language Arts on the state assessments at the same rate as the “economically disadvantaged” subgroup of New York State students.
  - By 2014, all migrant students will demonstrate proficiency in math on the state assessments at the same rate as the “economically disadvantaged” subgroup of New York State students.
  - By 2014, all migrant students who have been enrolled in a NYS school since 9th grade will earn a high school diploma at the same rate as the “economically disadvantaged” subgroup of New York State students in their cohort.
  - Migrant out-of-school youth will increase their English language proficiency and/or make progress toward achieving their educational or career goals.
  - By 2014, duplicate MIS2000 student records will be reduced by 50% and all data specialists will have been trained in the means to accomplish this goal.
  - Migrant parents will develop the skills to enable them to become independent in supporting their children’s education.
- I. Describe how the agency will conduct the required services and suggested strategies for meeting the performance outcomes delineated in the New York State Migrant Education Program’s Service Delivery Plan (March 7, 2011) (Attachment A)

1. Mathematics Measurable Program Outcomes

- a. 80% of students in the MEP summer instructional program will show a statistically meaningful pre-post increase on the MEP approved summer math assessment.
- b. Reduce the New York State Mathematics Assessment achievement gap between migrant students who have received at least 8 months of MEOP services in New York State and the “Economically Disadvantaged” subgroup of New York State students by 5% each year.

2. Out-of-School Youth Measurable Program Outcomes

- a. 80% of all surveyed migrant OSY will receive a minimum of three educational contact visits, pro-rated per 12-month cycle, following identification.
- b. 75% of OSY with at least 20 hours of English acquisition instruction will demonstrate a statistically meaningful raw score pre-post increase on the Oral Language/Basic English Screening Tool or an appropriate alternative assessment.

3. English Language Arts Measurable Program Outcomes

a. Reduce the NYS English Language Arts Assessment achievement gap between migrant students who have received at least 8 months of MEOP services in New York State and the “Economically Disadvantaged” subgroup of New York State students by 5% each year.

4. Parent Involvement Measurable Program Outcomes

a. Each MEOP will have at least three parents who serve on the local Parent Advisory Council (PAC) and at least one of those parents will serve on the state PAC providing meaningful consultation in the planning, operation, and evaluation of the local and state programs as demonstrated by attendance and notes taken at the meeting.

b. Migrant parents will increase the number and range of strategies used to help their children learn, including increased engagement with their children’s schools.

5. Credit Accrual/Graduation/Grade Promotion Measurable Program Outcomes

a. The percent of migrant students who will accrue eleven credits by the end of the tenth grade will increase by two percentage points per year.

6. School Readiness Measurable Program Outcomes

a. Increase school readiness of migrant preschool children through referral to MEP-approved preschool programs and as indicated by a statistically meaningful increase on the New York State Migrant Early Childhood Assessment for Children ages P3-P5.

7. Student Records Exchange/Technology Measurable Program Outcomes

a. Duplicate migrant student records in MIS-2000 will be held to less than 1% of all records at the time of CSPR submission.

**4. Parent Involvement (10 points)**

- a. Describe the strategies to be implemented in building partnerships between the agency and parents.
- b. Describe how a local Migrant Parent Advisory Council will be established.
- c. Describe how the Parent Advisory Council members will be actively involved in the migrant program within the region you serve.
- d. Describe how the agency will ensure that members of the local migrant Parent Advisory Council will actively participate in the Statewide Parent Advisory Council in accordance with the federal law.

- e. Describe how you will ensure that migrant parents are actively involved and informed of program goals, activities, the Comprehensive Needs Assessment (CNA) and Service Delivery Plan (SDP).
- f. Describe how migrant parents will be informed of and become actively involved in the revision of the migrant programs Comprehensive Needs Assessment (CNA) and Service Delivery Plan (SDP).

**5. Evaluation Plan (10 points)**

- a. Describe how the agency will assess progress made towards meeting the NYS MEP Target Goals.
- b. Describe how the agency will assess progress made in meeting the strategies and performance objectives delineated in the NYS MEP Service Delivery Plan (SDP).
- c. Describe how the agency will assess the impact of strategic tutoring and other evidence/scientifically based instructional strategies for the delivery of instruction.
- d. Describe how evaluation results will be used to modify program activities that are not meeting the needs of the population.

**6. Background and Experience (15 points)**

Describe the agencies and/or staff's background and experience in:

- a. Providing educational and support services to underprivileged populations (i.e. migrant, homeless, English language learners.)
- b. Using strategic tutoring and/or other evidence/scientifically based instructional strategies to provide instructional services to underprivileged children.
- c. Coordinating with other agencies to provide educational and/or health related services to migrant in-school children and out-of-school youth.
- d. Documenting educational and health related services to migrant children, their families and out-of- school youth.
- e. Preparing in-school adolescents for a successful transition to post secondary education/employment.
- f. Establishing interstate/intrastate coordination with other migrant education programs, local schools districts and service agencies within and outside New York State.

## **7. Organizational Capacity (10 points)**

- a. Describe how the agency will assure fiscal and programmatic management. Include an organizational chart for both the school year and summer programs.
- b. Describe how the agency will develop, maintain and update an inventory of equipment purchased with grant funds. The inventory should include a statement specifying that all equipment purchased under the grant are the sole property of the New York State Education Department.
- c. Describe the institution's ability to provide facilities and resources for year-round programming.
- d. Describe the agency's ability to assure uninterrupted direct services to migrant children.
- e. Describe the staff qualifications required to meet the unique needs of the migrant population.
- f. Describe how the agency will supervise field based staff providing instructional and support services to the migrant in-school and out-of-school youth population.
- g. Describe how the agency will ensure that migrant student data are entered on an ongoing and consistent basis into the Migrant Education Data System.
- h. Describe how the agency will work collaboratively with statewide migrant education support services programs and other entities within and outside New York State to ensure the following services are provided to migrant children and their families:
  - accurate identification and recruitment
  - timely transfer of education and health records
  - support services such as health, social services

### **Form FS-10 Budget and Narrative (20 points)**

Using the Form FS-10 Budget Form, provide an itemized budget and brief narrative of how the requested funds will be used for the **first year** of the project

Budgeted items must be reasonable in cost and necessary for the project in order to receive the maximum points. SED staff will eliminate any unallowable or unreasonable items in the budget. Grantees will not be allowed to substitute new items for those that have been eliminated.

Budgeted costs must be in compliance with applicable State and federal laws and regulations and the Department's Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the following URL: <http://www.oms.nysed.gov/cafe>. The FS-10 must bear the original signature of the Chief School/Administrative Officer.

Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the Fiscal Guidelines for Federal and State Aided Grants at <http://www.oms.nysed.gov/cafe/guidance/guidelines.html>.

## Attachment A

### Migrant Education Performance Objectives

#### 1. MPOs/Activities/Needed Resources for Mathematics

Mathematics Measurable Program Outcomes	
1.a 80% of students in the MEP summer instructional program will show a statistically meaningful pre-post increase on the MEP approved summer math assessment.	
1.b Reduce the New York State Mathematics Assessment achievement gap between migrant students who have received at least 8 months of MEOP services in New York State and the “Economically Disadvantaged” subgroup of New York State students by 5% each year.	
Required Services	Needed Resources
Analyze assessment data to identify students who need additional help to meet the math standards.	MASTERS (Mathematics Achievement and Success Through Engagement in Resources for Migrant Students) and future math consortium curriculum and assessments  MIS 2000 and MSIX data
Provide MEP tutoring and/or advocate/make referrals for the provision of additional instructional and support service interventions for students. Focus on incorporating child’s interest, age and ability level in contextual learning.	MASTERS Curricula and future math consortium materials  National and NYS PASS Center materials  Manipulatives and resources for developing hands-on lessons  Computers, calculators, and other technology
Suggested Strategies	Needed Resources
Provide professional development to improve MEOP educators’ math content & pedagogical knowledge.	MASTERS statewide math training

<p>Provide parents with information about how they can help their children develop math skills and concepts, e.g., “math night.”</p>	<p>Bilingual curriculum and math resources for parents to use with children (e.g., “parent participation” section of MASTERS curriculum, National Council of Teachers of Mathematics resources, etc.)</p> <p>MASTERS statewide math training on working with parents</p>
<p>Collaborate with school districts and other agencies to facilitate the participation in MEP, district-based, or other available summer learning programs.</p>	<p>Tuition fees and transportation</p> <p>Strong partnerships with local educational agencies (LEAs)</p> <p>Local, regional, state, and national agencies, organizations, service providers, etc.</p>

## 2. MPOs/Activities/Needed Resources for Out-of-School Youth (Here to Work and Recovery)

Out-of-School Youth Measurable Program Outcomes	
2a. 80% of all surveyed migrant OSY will receive a minimum of three educational contact visits, pro-rated per 12-month cycle, following identification.	
2b. 75% of OSY with at least 20 hours of English acquisition instruction will demonstrate a statistically meaningful raw score pre-post increase on the Oral Language/Basic English Screening Tool or an appropriate alternative assessment.	
Required Services	Needed Resources
Administer OSY Needs Assessment/Profile (Target: 80% of OSY).	<p>OSY Survey/Needs Assessment</p> <p>Collection instrument to record and track educational/instructional data, including assessments</p> <p>Bibliography/listing of research-based curricula/materials for service provision in English language acquisition, life skills, etc.</p> <p>Monitoring and quality assurance protocols and criteria for English language instruction</p> <p>Technology such as iPods, laptops, etc.</p> <p>Staff development needs assessment</p>
Provide educational opportunities for migrant OSY by adjusting service delivery to accommodate student needs in a variety of settings (e.g., in-camp, in-home, workplace, community sites, etc.) on a flexible schedule (days, evenings, and weekends) utilizing research-based curriculum and/or creative strategies/techniques to accommodate student learning needs and styles such as, but not limited to: native literacy instruction, English language acquisition, content-specific education, career education, physicality, life skills, financial literacy, pre-GED, and GED activities, etc.	
Provide a minimum of 12 hours of English language instruction (pro-rated per 12 month cycle) to OSY who state an interest in increasing their English language proficiency on the OSY Needs Assessment/Profile, or refer student to an appropriate community agency that provides such services (Target: 50% of OSY stating an interest in English instruction).	
Provide professional development in the following areas: <ul style="list-style-type: none"> <li>• Administering OSY/Needs Assessment survey.</li> <li>• OSY service provision, English language instruction, selected</li> </ul>	



<p>assessment tool, etc.</p> <ul style="list-style-type: none"> <li>• Use of technology for English language instruction.</li> <li>• Recruitment of youth to participate in cultural and educational activities.</li> </ul>	
<p><b>Suggested Strategies</b></p>	<p><b>Needed Resources</b></p>
<p>Model support systems around existing programs and community linkages by offering integrated services, e.g., offering Head Start or daycare during GED, dropout prevention, or English classes for OSY.</p>	<p>Bilingual staff with non-traditional work schedules</p> <p>Partnerships with employers and community agencies</p>
<p>Promote educational readiness and effective learning by addressing basic needs (e.g., transportation, interpretation, translation, food, clothing, and health).</p>	<p>Research citations of best practices and new approaches</p> <p>Experts/consultants for specialized professional development</p>

### 3. MPOs/Activities/Needed Resources for English Language Arts

<b>English Language Arts Measurable Program Outcomes</b>	
3. Reduce the NYS English Language Arts Assessment achievement gap between migrant students who have received at least 8 months of MEOP services in New York State and the “Economically Disadvantaged” subgroup of New York State students by 5% each year.	
<b>Required Services</b>	<b>Needed Resources</b>
Collect test data, report cards, and other data in a timely manner and analyze to determine progress in reading on grade level and in meeting state standards.	NYS ELA Assessment scores New York State English as a Second Language Achievement Test (NYSESLAT) scores
Utilize a variety of instructional strategies to tailor supplemental language arts instruction, meet students’ individual needs and track progress. These might include: comprehension and vocabulary; evaluating and connecting reading and writing to prior content knowledge; and strategies in psychometric literacy, California Learning Record (CLR) rubrics, learning strategies, time management, study skills, and assessment coaching.	Pupil report cards, progress reports, parent-teacher conference data Assessment coach/practice materials for Regents exams, e.g., “Buckle Down” or Barron’s series
<b>Suggested Strategies</b>	<b>Needed Resources</b>
Provide advocacy for students to ensure they receive targeted academic support from the local school district and community.	Bilingual MEOP staff Positive working relationships with school personnel Student progress records (e.g., report cards, classroom assessments, parent-teacher communications, etc.)
Work with parents to improve home-school communications through advocacy so that parents receive regular and frequent feedback about child’s progress, training on ways to support	Information on child’s school experience Access to programs available for special needs students

<p>child’s literacy in the home, and ways to advocate for their child with the school (“helping parents find their voices“).</p>	<p>Professional development consultants</p>
<p>Provide professional development that may include areas such as: student assessment data analysis and background knowledge; building relationships with local school districts and community agencies; psychometric literacy; study strategies; reading and writing for academic purposes; and other strategies needed to tailor instruction to the needs of migrant students.</p>	<p>Access to prioritized curriculum, classroom materials, and pacing charts well in advance of instruction  Classroom observation by MEOP staff when possible  Bilingual MEOP staff</p>

#### 4. MPOs/Activities/Needed Resources for Parent Involvement

<b>Parent Involvement Measurable Program Outcomes</b>	
4.a. Each MEOP will have at least three parents who serve on the local Parent Advisory Council (PAC) and at least one of those parents will serve on the state PAC providing meaningful consultation in the planning, operation, and evaluation of the local and state programs as demonstrated by attendance and notes taken at the meeting.	
4.b. Migrant parents will increase the number and range of strategies used to help their children learn, including increased engagement with their children's schools.	
<b>Required Services</b>	<b>Needed Resources</b>
MEOP will hold at least three PAC meetings per year to give the parents opportunities to plan, operate, and evaluate the local MEOP. Meetings will be held during times that best serve the program and allow for participation of the parents. State PAC meetings will be held at least three times per year, either at a statewide level or at a regional level, and will give parents opportunities to develop statewide policies and procedures, hear consortium updates, and elect officers and members to attend conferences and other training at the local, state, and national levels.	Interpretation/translation Videoconferencing Childcare

<p>Teach parents how to monitor homework by modeling with students in a home session.</p> <p>Provide education and training on communication, for example, how to communicate with a child’s teacher, how to participate in a Committee on Special Education meeting, etc.</p>	<p>Pre-post surveys/questionnaires related to parent learning needs and skill development</p> <p>School handbook, calendar, district policies (homework, discipline, extracurricular involvement, etc.)</p>
<p><b>Suggested Strategies</b></p>	<p><b>Needed Resources</b></p>
<p>Tutor advocates utilize home visits to explain the goals and purpose of the MEOP in order to encourage greater participation of parents in PAC and parent meetings.</p>	<p>MEOP staff training with statewide parent involvement coordinator</p> <p>Resources for logistics</p> <p>Parent checklist</p>
<p>Provide parent leadership training.</p>	<p>Refrigerator magnet with school contact information</p>
<p>Help family to set educational goals each year for and with their children.</p>	<p>Partnerships with community agencies and other service providers</p>
<p>Encourage parent participation in family educational programs, such as child development, learning styles, adolescent sexuality, helping children with homework, and parents’ rights and responsibilities related to English as a Second Language.</p>	
<p>Encourage parents to participate in their children’s field trips, when possible, and to make family field trips on their own.</p>	
<p>Support parents’ effort to increase their own education by working on their GED, English language development, computer literacy, etc.</p>	

## **5. MPOs/Activities/Needed Resources for Credit Accrual/Graduation/Grade Promotion**

<b>Credit Accrual/Graduation/Grade Promotion Measurable Program Outcomes</b>	
5. The percent of migrant students who will accrue eleven credits by the end of the tenth grade will increase by two percentage points per year.	
<b>Required Services</b>	<b>Needed Resources</b>
Facilitate content area support in core subjects during the school year.	Consultants to provide training for MEOP staff in teaching content area materials using various teaching methods in conjunction with their students' learning style Materials for students to help organize their school work and personal time
Assist students in identifying mentors/caring adults within the Migrant Education Program, the school district, and the community.	Mentors/caring adults (bilingual as needed) Consultants and information on mentoring and related training
<b>Suggested Strategies</b>	<b>Needed Resources</b>

<p>Refer and support students to participate in summer programs.</p>	<p>Bilingual staff to provide outreach to school districts to educate them on migrant alternative credit accrual options</p> <p>Funds for students to attend school district summer school and other educational programs</p>
<p>Facilitate parents' understanding of critical school policies and practices, e.g., definitions of credit, credit accrual figures for NYS migrant students, graduation requirements, etc.</p>	<p>Bilingual tutors and outreach workers to share research on the effects of grade retention and low credit accrual plus laws pertaining to EL and special education students</p> <p>Informational materials/brochures to be shared through home visits and parent presentations at PAC meetings</p>
<p>Identify school districts, migrant education, and community enrichment opportunities and assist students in accessing these opportunities.</p>	<p>Student handbooks from each LEA for tutoring staff which describes intervention services</p> <p>County services brochures describing community resources available for high school students</p> <p>Funds for students to attend summer school and other educational/vocational programs</p>

## 6. MPOs/Activities/Needed Resources for School Readiness

School Readiness Measurable Program Outcomes	
6. Increase school readiness of migrant preschool children through referral to MEP-approved preschool programs and as indicated by a statistically meaningful increase on the New York State Migrant Early Childhood Assessment for Children ages P3-P5.	
Required Services	Needed Resources
Give referrals to educational and community agencies such as Early Intervention, Preschool Special Education, preschool programs and social service agencies.	List of established preschool programs for each MEOP geographic area
Provide literacy skills instruction to child and/or parent in native language and/or English. Teach parents to work with their children on school readiness skills, including training on developmental stages.	Early childhood educators, bilingual when needed
Suggested Strategies	Needed Resources
Provide advocacy services such as interpretation with school personnel for kindergarten enrollment and screening, and help parents obtain required immunizations and physicals required	Trained interpreters Transportation funds



<p>to enter school.</p>	
<p>Help parents with family management issues such as television viewing, daily routines, and hygiene routines, and provide materials for parents to work with their preschool children such as crayons, scissors, markers, paper, etc.) and reading materials in the home such as RIF books, parenting magazines, etc.</p>	<p>Learning kits for parents  Reading Is Fundamental (RIF) books for in-home literacy enrichment  Early childhood educators</p>
<p>Develop parent exchange strategies so they can share what they know about local resources with each other (outside of the PAC), e.g., teaming parents together, and hosting meetings on school readiness.</p>	

## Assurances

To assure the LEA's eligibility for funds included in this application, the Chief Administrative Officer of the applicant agency must provide an original signature below attesting to compliance with all of the following statements.

### TITLE I PART C

(1) funds received under this part (Title I Part C) will be used only--

(A) for programs and projects, including the acquisitions of equipment, in accordance with section 1306; and

(B) to coordinate such programs and projects with similar programs and projects within the State and in other States, as well as with other Federal programs that can benefit migratory children and their families;

(2) such programs and projects will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1120A, and part I;

(3) there is consultation with parent advisory councils for programs of 1 school year in duration, and that all such programs and projects are carried out--

(A) in a manner that provides for the same parental involvement as is required for programs and projects under section 1118, unless extraordinary circumstances make such provision impractical; and

(B) in a format and language understandable to the parents;

(4) in planning and carrying out such programs and projects, there has been, and will be, adequate provision for addressing the unmet education needs of preschool migratory children;

(5) the effectiveness of such programs and projects will be determined, where feasible, using the same approaches and standards that will be used to assess the performance of students, schools, and local educational agencies under part A;

(6) to the extent feasible, such programs and projects will provide for—

(A) advocacy and outreach activities for migratory children and their families, including informing such children and families of, or helping such children and families gain access to, other education, health, nutrition, and social services;

(B) professional development programs, including monitoring, for teachers and other program personnel;

(C) family literacy programs, including such programs that use models developed under Even Start;

(D) the integration of information technology into educational and related programs; and

(E) programs to facilitate the transition of secondary school students to postsecondary education or employment; and

(d) PRIORITY FOR SERVICES- In providing services with funds received under this part, each recipient of such funds shall give priority to migratory children who are failing, or most at risk of failing, to meet the State's challenging State academic content standards and challenging State student academic achievement standards, and whose education has been interrupted during the regular school year.

(e) CONTINUATION OF SERVICES- Notwithstanding any other provisions of this part--

(1) a child who ceases to be a migratory child during a school term shall be eligible for services until the end of such term;

(2) a child who is no longer a migratory child may continue to receive services for 1 additional school year, but only if comparable services are not available through other programs; and

(3) secondary school students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation.

## New York State Education Department

### Assurances for Federal Discretionary Program Funds

The following assurances are a component of your application. By signing the certification on the application cover page you are ensuring accountability and compliance with State and federal laws, regulations, and grants management requirements.

#### Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- General Education Provisions Act Assurances

#### Federal Assurances and Certifications, NCLB (if appropriate):

The following are required as a condition for receiving any federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001.

- NCLB Assurances
- School Prayer Certification

### **ASSURANCES - NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Education Department Program Contact listed in the Application. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, and by signing the Application Cover Page, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) "§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§" 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Standard Form 424B (Rev. 7-97), Prescribed by OMB Circular A-102, Authorized for Local Reproduction, as amended by New York State Education Department**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the Application Cover Page provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement:
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

- A. The applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**ED 80-0013, as amended by the New York State Education Department**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**Instructions for Certification**

1. By signing the Application Cover Page, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the



meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

---

### **Certification**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NEW YORK STATE DEPARTMENT OF EDUCATION  
GENERAL EDUCATION PROVISIONS ACT ASSURANCES**

These assurances are required by the General Education Provisions Act for certain programs funded by the U.S. Department of Education. These assurances are not applicable to certain programs, such as the No Child Left Behind Act. If you have any questions, please contact NYSED.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

1. the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and that a public agency will administer those funds and property;
3. the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
4. the local educational agency will make reports to the State agency or board and to the Secretary as may reasonably be necessary to enable the State agency or board and the Secretary to perform their duties and that the local educational agency will maintain such records, including the records required under section 1232f of this title, and provide access to those records, as the State agency or board or the Secretary deem necessary to perform their duties;
5. the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
6. any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
7. in the case of any project involving construction -
  - a. the project is not inconsistent with overall State plans for the construction of school facilities, and
  - b. in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
8. the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for

adopting, where appropriate, promising educational practices developed through such projects; and

9. none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

**NEW YORK STATE DEPARTMENT OF EDUCATION  
NO CHILD LEFT BEHIND ACT ASSURANCES**

These assurances are required for programs funded under the No Child Left Behind Act.

As the authorized representative of the applicant, by signing the Application Cover Page, I certify that:

1. each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications;
2. the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and

the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;

3. the applicant will adopt and use proper methods of administering each such program, including -
  - a. the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
  - b. the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
4. the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
5. the applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, Federal funds paid to the applicant under each such program;
6. the applicant will -
  - a. submit such reports to the State educational agency (which shall make the reports available to the Governor) and the Secretary as the State educational agency and Secretary may require to enable the State educational agency and the Secretary to perform their duties under each such program; and

- b. maintain such records, provide such information, and afford such access to the records as the State educational agency (after consultation with the Governor) or the Secretary may reasonably require to carry out the State educational agency's or the Secretary's duties;
7. before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment;
8. the applicant has consulted with teachers, school administrators, parents, nonpublic school representatives and others in the development of the application to the extent required for the applicant under the program pursuant to the applicable provisions of the No Child Left Behind Act;
9. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 3214(3)(d) and (f) and the Gun-Free Schools Act (20 U.S.C. § 7151);
10. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7908 on military recruiter access;
11. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of 20 U.S.C. § 7904 on constitutionally protected prayer in public elementary and secondary schools;
12. in the case of a local educational agency, as a condition of receiving funds under the No Child Left Behind Act, the applicant is complying with the requirements of Education Law § 2802(7), and any state regulations implementing such statute and 20 U.S.C. § 7912 on unsafe school choice; and
13. in the case of a local educational agency, the applicant is complying with all fiscal requirements that apply to the program, including but not limited to any applicable supplement not supplant or local maintenance of effort requirements.

### **SCHOOL PRAYER CERTIFICATION**

As a condition of receiving federal funds under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), the local educational agency hereby certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the current guidance issued pursuant to NCLB Section 9524(a).

**APPENDIX A**  
**STANDARD CLAUSES FOR NYS**  
**CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every

invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on

State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily

authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245

Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROcity AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic

Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

*Rev. December 2012*



## APPENDIX A-1 G

### General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Any modification to this Agreement that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of this Agreement must be approved by the Commissioner of Education and the Office of the State Comptroller when:
  - a. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
  - b. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.
- E. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

### Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

### Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.

- C. This agreement cannot be modified, amended, or otherwise changed except by a written agreement signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed in accordance with the policies stipulated in the aforementioned Fiscal guidelines.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. All inquiries, requests, and notifications regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- I. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- J. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.